114536

Real Estate Mortgage

THIS INDENTURE WITNESSETH: That William H. Fager

Whiting of the city of , County of , State of Indiana Lake MORTGAGE AND WARRANT TO Liberty Savings Association, F.A.

of the City of Whiting County of Lake , the following described , State of Indiana Real Estate situate in the City of Whiting , County of Lake , to-wit: , State of Indiana

> The North half of lot 45 and all of lot 46, Block 3, Davidson's seventh addition to Whiting, as shown in Plat book 2, page 76, in Lake County, Indiana.

with all rights, privileges and appurtenances thereto belonging; all buildings and improvements now or hereatter placed or erected thereon; all rents, issues and profits thereof; and all plumbing, heating, and lighting fixtures and all equipment now or hereafter attached to or connected with said premises.

THIS MORTGAGE IS GIVEN TO SECURE the payment of an indebtedness owing to mortgagee as evidenced by promissory notes, the terms of which are incorporated hencin by reference, executed by the mortgagor

bearing even date herewith, in the aggregate sum of Three Thousand Five flundred Fifteen and 04/100 (\$3,515.04)

for the following amounts and due This Document is the property of

In 36 successive also the purity Recommendes of \$97.64, commencing on the first day of September, 1990, and continuing every month thereafter, until paid in full. If on August 1, 1993 there are amounts still owed, these amounts will be paid in full on that date.

and any and all renewals of such indebtedness in whole or in part, in whatsoever form or denomination such renewals may be, per cent per annum, provides for reasonable attorney fees and waives valuation and appraisement laws.

THE MORTGAGOR FURTHER REPRESENTS AND COMENANTS AS FOLLOWS:

That he is the owner in fee simple of the hereinbefore described reclectate, buildings, improvements, appurtenances, rents, profits, res and equipment mortgaged hereby and that this mortgage is a dest lien thereon, subject only to the following:

that he will pay all notes, obligations, liabilities and indebtedness between hereby and all sums payable hereunder promptly when and there the same become due, with reasonable attorney fees and without relief from valuation and appraisement laws; that he will pay the sum of the property of the own expense for mortgagee all instruments and expend any money which the mortgagee may at any time deem necessary to pertect the mortgage or all time to for perserve the security intended to be given by this mortgage; and that he will keep the buildings and improvements on said real evalue insured negation; intended to be given by this mortgage; that he will keep the buildings and improvements on said real evalue, with a mortgage leause in favor of mortgagee, and then the proceeds of any such insurance may be applied, at mortgage clause in favor of mortgage, and the proceeds of any such insurance may be applied, at mortgage clause in favor of mortgage, and the proceeds of any such insurance may be applied, at mortgage clause in favor of mortgage, and the proceeds of any such insurance may be applied, at a cleated, or which may be levied against mortgagor or payable because of, upon, or in connection with this mortgage and a leated, or which may be levied against mortgagor or payable because of, upon, or in connection with this mortgage or the indebtedess of mortgagor secured hereby; that he will deliver herewith to the mortgage abstract of tille or, at option of mortgage, a till deliver herewith to the mortgage abstract of tille or, at option of mortgage, a clause in the proceeds of any and all or an advanced by the mortgage or appropriate, and the mortgage and tomory fees incurred by the mortgager or appropriate, and the mortgager will pay all reasonable costs, ages herein or by reason of holding any of the notes or indebtedness secured hereby, the wortgage of the indebtedness of the debt o

No sale, transfer, or assignment by the mortgagor of the premises hereby mortgaged premises.

No sale, transfer, or assignment by the mortgagor of the premises hereby mortgaged or any part thereof and no forbearance or deport of the mortgagee or its assigns, and no renewal or extension of the time for the payment of any of the indebtedness by secured shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein either in whole a part, and all notice of any renewal, extension, delay, failure or other forbearance is hereby expressly waived. In the event the erly mortgaged by this instrument is sold under forclosure and the proceeds are insufficient to pay the total indebtedness secured his instrument, the mortgagee shall be entitled to a deficiency judgment. any part thereof and no forbor the payment of any of the lity of the mortgagor herein hereby expressly waived. In

or in part, and an indice of the process and the process are instanced by this instrument is sold under forclosure and the process are instanced by this instrument, the mortgages shall be entitled to a deficiency judgment.

Any person, firm or corporation to whom said mortgaged premises or any part thereof shall be conveyed, transferred or assigned, or who shall acquire a mortgage, judgment or other lien thereon, subsequent to the date hereof, shall take such conveyance, mortgage, judgment or other lien, subject to the rights of the mortgages herein to renew or extend the maturity of any of the indebtedness here.

by secured without obtaining the consent of such subsequent grantee or lienholder, and is hereby expressly given notice that any subsequent conveyance or lien shall be subject to the lien of this mortgage and the rights of the mortgagee hereunder, whether the whole or any part of the indebtedness secured hereby be incurred before or after the recordation or notice of such subsequent conveyance or lien.

It is expressly understood and agreed that time is of the essence hereof; that this mortgage is given by the mortgagor for valuable consideration; that if this mortgage be executed by more than one mortgagor, every covenant and agreement herein contained shall be the joint and several obligation of the mortgagors; and that no notice of the exercise of any option granted to the mortgagee in this or any instruments secured hereby is required to be given.

All the provisions hereof shall inure to the benefit of and be enforceable by any and all assignees or transferees of the mortgagee; and when used in this mortgage or in the notes or other evidences of the indebtedness secured hereby, if the context requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. (SEAL) STATE OF Indiana COUNTY OF....Lake..... Before me, the undersigned, a Notary Public in and for said County and State, this 6th day of July , 19 90 , came William H. Fager and acknowledged the execution of the annexed instrument. WITNESS MY HAND and Official Seal. My Commission Expires 12-17-92 NOT OFFICIAL! STATE OF..... This Document is the property of COUNTY OF... the Lake County Recorder! , personally appeared before me, a Notary Public in and On this day of for said County and State,president and secretary of and acknowledged the execution of the annexed mortgage as such officers for and on behalf of said corporation. WITNESS MY HAND and Official Seal. Notary Public. My Commission Expires Warranty Keal Estate Mortgag